#### UNITED STATES BANKRUPTCY COURT DISTRICT OF MARYLAND GREENBELT DIVISION

BCN#: 21-16504

CO-DEBTOR STAY

MOTION FOR ORDER GRANTING

RELIEF FROM AUTOMATIC STAY AND

Chapter: 13

IN RE: GREGORY J. CASAMENTO

Debtor

BANK OF AMERICA, N.A.

or present noteholder,

Movant/Secured Creditor,

v. GREGORY J. CASAMENTO

Debtor

JENNIFER LEE CASAMENTO

Co-Debtor

and

TIMOTHY P. BRANIGAN

Trustee

Respondents

COMES NOW, BANK OF AMERICA, N.A., its assignee and/or successors in interest, (Movant herein), by Counsel, and alleges as follows:

- 1. The above-named Debtor filed a Chapter 13 Petition in Bankruptcy with this Court on October 15, 2021.
- 2. The bankruptcy court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334, and 11 U.S.C. §§ 362 and 1301; Federal Rule of Bankruptcy Procedure 9014. This matter is a core proceeding.
- 3. The Movant is the current payee of a promissory note secured by a deed of trust upon a parcel of real property with the address of 14218 Oxford Drive, Laurel, MD 20707 and more particularly described in the Deed of Trust dated October 24, 2003 and recorded at Liber 18486 at Folio 283, among the land records of the County of Prince George's as:

THE LAND HEREINAFTER REFERRED TO IS SITUATED IN THE CITY OF LAUREL, COUNTY OF PRINCE GEORGE'S, STATE OF MD, AND IS DESCRIBED

AS
FOLLOWS:

LOT 180 IN THE SUBDIVISION KNOWN AS "PLAT 1-SECTION 2, LAUREL LAKES" AS PER PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK NLP 123 AT PLAT 1, AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND

Copies of the Deed of Trust and Note are attached hereto and made a part hereof by reference.

- 4. Carrington Mortgage Services, LLC services the loan on the Property referenced in this motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the promissory note. Movant will enforce the promissory note as transferee in possession. Movant is the original mortgagee or beneficiary or the assignee of the Deed of Trust.
- 5. All communications sent by Secured Creditor in connection with proceeding against the property including, but not limited to, notices required by state law and communications to offer and provide information with regard to a potential Forbearance Agreement, Loan Modification, Refinance Agreement, Loss Mitigation Agreement, or other Loan Workout, may be sent directly to Debtors.
- 6. This Movant is informed and believes, and based upon such information and belief, alleges that title to the subject Property is currently vested in the name of the Debtor.
- 7. The approximate total debt figure, as of April 19, 2022 is \$186,103.30 (not to be relied upon as the payoff amount). It consists of the following:

a. Principal Balance: \$131,155.85

b. Deferred Principal Balance: \$1,098.40

c. Interest: \$20,110.74

d. Escrow Advance: \$23,016.43e. Accumulated Late Fees: \$112.16f. Accumulated Fees: \$10,609.72

- 8. Movant filed a Proof of Claim which provides a detailed statement of the debt owed, a copy of which is a part of the Court's record, and is incorporated herein and made a part of this Motion for Relief.
- 9. The Debtor is in default with regard to payments which have become due under the terms of the aforementioned Note and Deed of Trust since the filing of the Chapter 13 Petition.

As of April 19, 2022 the Debtor is due for:

- o 6 post petition monthly payments of \$1,228.50 each which were to be paid directly to the Movant;
- o Suspense: \$0.00
- 10. The Movant has elected to initiate foreclosure proceedings on the Property with respect to the subject Trust Deed but is prevented by the Automatic Stay from going forward with these proceedings.
- 11. This Movant is informed and believes, and based upon such information and belief, alleges that absent this Court's Order allowing this Movant to proceed with the pending foreclosure, Movant's security interest will be significantly jeopardized and/or destroyed.
- 12. That Timothy P. Branigan, Trustee, has been appointed by this Court as the Chapter13 Trustee in this instant Bankruptcy proceeding.

WHEREFORE, the Movant prays for an Order Granting Relief From the Automatic Stay of 11 U.S.C. § 362(a), as well as the "Codebtor stay" of 11 U.S.C. § 1301(a), and for costs of suit and disbursements of this contested matter, including reasonable attorney's fees, and, for such other relief as the court may deem to be proper.

Dated:	April 26, 2022	

## LOGS LEGAL GROUP LLP Attorney for Movant

By: \_\_\_\_\_\_\_/s/Randa S Azzam
William M. Savage, Esquire
Federal I.D. Bar No. 06335
Malcolm B. Savage, III, Esquire
Federal I.D. Bar No. 20300
Randa Azzam, Esquire
Federal I.D. Bar No. 22474
Gregory N. Britto, Esquire
Federal I.D. Bar No. 22531
Counsel for Movant
LAW OFFICES OF LOGS LEGAL GROUP LLP
10021 Balls Ford Road, Suite 200
Manassas, Virginia 20109
(703) 449-5800 / logsecf@logs.com / 19-280521

#### **CERTIFICATE OF SERVICE**

I hereby certify that on the26th_ day were served a copy of the foregoing in the		
Via CM/ECF Electronic Notice:		
James R. Logan James R. Logan P.A. 2419 Maryland Avenue Baltimore, MD 21218		Debtor's Attorney
Timothy P. Branigan 9891 Broken Land Parkway Suite 301 Columbia, MD 21046		Chapter 13 Trustee
Via First Class Mail, Postage Prepaid:		
Gregory J. Casamento 14218 Oxford Drive Laurel, MD 20707		Debtor(s)
Jennifer Lee Casamento 14218 Oxford Drive Laurel, MD 20707		Co-Debtor(s)
	/s/Randa S Azzam	
	William M. Cayaga, I	Za anima

William M. Savage, Esquire
Federal I.D. Bar No. 06335
Malcolm B. Savage, III, Esquire
Federal I.D. Bar No. 20300
Randa Azzam, Esquire
Federal I.D. Bar No. 22474
Gregory N. Britto, Esquire
Federal I.D. Bar No. 22531
LOGS LEGAL GROUP LLP
10021 Balls Ford Road, Suite 200
Manassas, Virginia 20109
(703) 449-5800
logsecf@logs.com 19-280521

# UNITED STATES BANKRUPTCY COURT DISTRICT OF MARYLAND GREENBELT DIVISION

IN RE: BCN#: 21-16504 GREGORY J. CASAMENTO Chapter: 13

Debtor

BANK OF AMERICA, N.A. or present noteholder,

Movant/Secured Creditor,

NOTICE TO CODEBTOR OF MOTION TO TERMINATE SECTION 1301 STAY

v. GREGORY J. CASAMENTO Debtor

To: Jennifer Lee Casamento, 14218 Oxford Drive, Laurel, MD 20707

As Codebtor of the above-captioned Debtor, you are hereby notified that the above-captioned Movant has filed a Motion which seeks, <u>inter alia</u>, to terminate the Codebtor Stay imposed under 11 U.S.C. § 1301(a). A copy of the Motion is enclosed herewith.

The deadline to file a written response is seventeen days from the date of the mailing of the Motion for Relief from Automatic Stay. Should you elect to file a response, a response must be filed within seventeen days from the mailing of the Motion for Relief From Automatic Stay or in the event that the CoDebtor fails to file a response, judgment by default may be entered pursuant to 11 U.S.C. Section 1301(d).

BANK OF AMERICA, N.A. and its assignees and/or successors in interest

/s/Randa S Azzam

By: William M. Savage, Esquire Federal I.D. Bar No. 06335

Malcolm B. Savage, III, Esquire

Federal I.D. Bar No. 20300

Randa Azzam, Esquire

Federal I.D. Bar No. 22474

Gregory N. Britto, Esquire

Federal I.D. Bar No. 22531

Counsel for Movant LAW OFFICES OF LOGS LEGAL GROUP LLP 10021 Balls Ford Road, Suite 200 Manassas, Virginia 20109 (703) 449-5800 / logsecf@logs.com / 19-280521

#### **CERTIFICATE OF SERVICE**

I hereby certify that on the <u>26th</u> day of <u>April</u> ,	2022 the following person(s)
were served a copy of the foregoing in the manner described below	w:
Via CM/ECF Electronic Notice:	
James R. Logan James R. Logan P.A. 2419 Maryland Avenue Baltimore, MD 21218	Debtor's Attorney
Timothy P. Branigan 9891 Broken Land Parkway Suite 301 Columbia, MD 21046	Chapter 13 Trustee
Via First Class Mail, Postage Prepaid:	
Gregory J. Casamento 14218 Oxford Drive Laurel, MD 20707	Debtor(s)
Jennifer Lee Casamento 14218 Oxford Drive Laurel, MD 20707	Co-Debtor(s)

/s/Randa S Azzam

William M. Savage, Esquire
Federal I.D. Bar No. 06335
Malcolm B. Savage, III, Esquire
Federal I.D. Bar No. 20300
Randa Azzam, Esquire
Federal I.D. Bar No. 22474
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LOGS LEGAL GROUP LLP
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# UNITED STATES BANKRUPTCY COURT DISTRICT OF MARYLAND GREENBELT DIVISION

IN RE: BCN#: 21-16504 GREGORY J. CASAMENTO Chapter: 13

Debtor

BANK OF AMERICA, N.A.

or present noteholder,

Movant/Secured Creditor,

v.

GREGORY J. CASAMENTO

Debtor

JENNIFER LEE CASAMENTO

Co-Debtor

and

TIMOTHY P. BRANIGAN

Trustee

Respondents

ORDER GRANTING BANK OF AMERICA, N.A.
RELIEF FROM AUTOMATIC STAYS AS
TO REAL PROPERTY COMMONLY
KNOWN AS
14218 OXFORD DRIVE, LAUREL, MD 20707

THE COURT having considered the Motion of BANK OF AMERICA, N.A. for Relief from the Automatic Stay of 11 U.S.C. § 362 (a), as well as from the CoDebtor Stay of 11 U.S.C. §1301 (a), the lack of opposition thereto, and the record herein;

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And it appearing to the Court that the Secured Creditor is entitled to relief from the effect

of the automatic stay of 11 U.S.C. § 362(a), pursuant to sub-section (d) thereof, as well as from

the CoDebtor stay of 11 U.S.C. § 1301 (a),

IT IS ORDERED that the automatic stays be, and they hereby are, immediately lifted to

BANK OF AMERICA, N.A., its assignees and/or successors in interest, so as to allow them to

proceed to a foreclosure sale of the subject property commonly known as 14218 Oxford Drive,

Laurel, MD 20707 and more particularly described in the Deed of Trust dated October 24, 2003

and recorded at Liber 18486 at Folio 283, among the land records of the County of Prince George's.

Subsequent to such sale, the Secured Creditor may take all lawful actions in accordance

with state law, to take possession of the property and pursuant to Local Bankruptcy Rule 4001-3

shall provide a copy of the Report of Sale and all Audits Reports to the Bankruptcy Trustee if there

is a surplus over and above the debt owed to the foreclosing noteholder;

IT IS FURTHER ORDERED that the Movant may at its option, offer, provide and enter

into any potential forbearance agreement, loan modification, short sale, or other loan workout/loss

mitigation agreement.

I ask for this:

William M. Savage, Esquire

Federal I.D. Bar No. 06335

Malcolm B. Savage, III, Esquire

Federal I.D. Bar No. 20300

Randa Azzam, Esquire

Federal I.D. Bar No. 22474

Gregory N. Britto, Esquire

Federal I.D. Bar No. 22531

Counsel for Movant LAW OFFICES OF LOGS LEGAL GROUP LLP 10021 Balls Ford Road, Suite 200 Manassas, Virginia 20109 (703) 449-5800 / logsecf@logs.com / 19-280521 cc:

James R. Logan James R. Logan P.A. 2419 Maryland Avenue Baltimore, MD 21218 Debtor's Attorney

Timothy P. Branigan 9891 Broken Land Parkway Suite 301 Columbia, MD 21046

Chapter 13 Trustee

Gregory J. Casamento 14218 Oxford Drive Laurel, MD 20707 Debtor(s)

Jennifer Lee Casamento 14218 Oxford Drive Laurel, MD 20707 Co-Debtor(s)

#### **END OF ORDER**

#### UNITED STATES BANKRUPTCY COURT DISTRICT OF MARYLAND GREENBELT DIVISION

BCN#: 21-16504 Chapter: 13

IN RE:
GREGORY J. CASAMENTO
Debtor
BANK OF AMERICA, N.A.
or present noteholder,
Movant/Secured Creditor,
v.
GREGORY J. CASAMENTO
Debtor
JENNIFER LEE CASAMENTO
Co-Debtor
and
TIMOTHY P. BRANIGAN
Trustee

Respondents

#### NOTICE OF MOTION FOR RELIEF FROM STAY AND HEARING THEREON

BANK OF AMERICA, N.A., and its assignees (Movant herein) by counsel, has filed papers with the Court seeking relief from the automatic stay of 11 U.S.C. § 362 (a) and 11 U.S.C. § 1301 (a) to enable it to obtain an order granting relief from the automatic stay. Your rights may be affected. You should read these papers carefully and discuss them with your lawyer, if you have one in this bankruptcy case. (If you do not have a lawyer, you may wish to consult one.)

If you do not want the court to grant the motion for relief from stay, or if you want the court to consider your views on the motion, then by <a href="May 10, 2022">May 10, 2022</a> you or your lawyer must file a written response with the Clerk of the Bankruptcy Court explaining your position and mail a copy to:

LOGS LEGAL GROUP LLP, counsel for BANK OF AMERICA, N.A. 10021 Balls Ford Road, Suite 200 Manassas, Virginia 20109

If you mail rather than deliver, your response to the Clerk of the Bankruptcy Court for filing, you must mail it early enough so that the Court will receive it by the date stated above.

The hearing is scheduled forMay	23, 2022 at 2:00 PM in Judge Lori S.
	ruptcy Court, 6500 Cherrywood Lane, Courtroom 3-
D, Greenbelt, MD 20770.	
IF YOU OR YOUR LAWYER DO NOT T	AKE THESE STEPS BY THE DEADLINE, THE
COURT MAY DECIDE THAT YOU DO	NOT OPPOSE THE RELIEF SOUGHT IN THE
MOTION AND MAY GRANT OR OTHE	RWISE DISPOSE OF THE MOTION BEFORE THE
SCHEDULED HEARING DATE.	
_ ;	
DATE:April 26, 2022	/s/Randa S Azzam
	William M. Carran Familia
	William M. Savage, Esquire
	Federal I.D. Bar No. 06335
	Malcolm B. Savage, III, Esquire
	Federal I.D. Bar No. 20300
	Randa Azzam, Esquire
	Federal I.D. Bar No. 22474
	Gregory N. Britto, Esquire
	Federal I.D. Bar No. 22531
	LAW OFFICES OF LOGS LEGAL GROUP LLP
	10021 Balls Ford Road, Suite 200
	Manassas, Virginia 20109
	(703) 449-5800 /logsecf@logs.com
	19-280521

### **CERTIFICATE OF SERVICE**

I hereby certify that on the26th_	day of April , 2022 the following person(s)
were served a copy of the foregoing in	n the manner described below:
Via CM/ECF Electronic Notice:	
James R. Logan	Debtor's Attorney
James R. Logan P.A.	
2419 Maryland Avenue	
Baltimore, MD 21218	
Timothy P. Branigan	Chapter 13 Trustee
9891 Broken Land Parkway	
Suite 301	
Columbia, MD 21046	
Via First Class Mail, Postage Prepaid	:
Gregory J. Casamento	Debtor(s)
14218 Oxford Drive	
Laurel, MD 20707	
Jennifer Lee Casamento	Co-Debtor(s)
14218 Oxford Drive	
Laurel, MD 20707	
	/s/Randa S Azzam
	William M. Savage, Esquire
	Federal I.D. Bar No. 06335
	Malcolm B. Savage, III, Esquire
	Federal I.D. Bar No. 20300
	Randa Azzam, Esquire
	Federal I.D. Bar No. 22474
	Gregory N. Britto, Esquire
	Federal I.D. Bar No. 22531
	LOGS LEGAL GROUP LLP

10021 Balls Ford Road, Suite 200

logsecf@logs.com 19-280521

Manassas, Virginia 20109 (703) 449-5800 Prepared by: JULIE L. BERENS

Multistate	NOTE
OCTOBER 24, 2003	
[Date]	
	14218 OXFORD DRIVE, LAUREL, MD 20707 [Property Address]
1. PARTIES  "Borrower" means each COUNTRYWIDE HOME LOA and its successors and assigns	
2. BORROWER'S PROMIS In return for a loan receione hundred fifty fi	SE TO PAY; INTEREST ived from Lender, Borrower promises to pay the principal sum of EVE THOUSAND THREE HUNDRED TWO and 00/100
Dollars (U.S. \$ 155,302.0 from the date of disbursement percent ( 5.750 %) percent ( 5.750 %)	), plus interest, to the order of Lender. Interest will be charged on unpaid principal, at of the loan proceeds by Lender, at the rate of FIVE 6 THREE-QUARTERS are year until the full amount of principal has been paid.
3. PROMISE TO PAY SEC Borrower's promise to p as this Note and called the "Borrower defaults under this	pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date Security Instrument." The Security Instrument protects the Lender from losses which might result if
4. MANNER OF PAYMEN	T
(A) Time  Borrower shall make  DECEMBER 01, 2003  that date, which is called the  (B) Place	a payment of principal and interest to Lender on the first day of each month beginning on . Any principal and interest remaining on the first day of NOVEMBER, 2033, will be due on "Maturity Date."
Payment shall be made	
	ay designate in writing by notice to Borrower.
part of a larger monthly pays	of principal and interest will be in the amount of U.S. \$ 906.30 . This amount will be nent required by the Security Instrument, that shall be applied to principal, interest and other items in
the order described in the Se (D) Allonge to this No	te for payment adjustments
If an allonge providing	g for payment adjustments is executed by Borrower together with this Note, the covenants of the linto and shall amend and supplement the covenants of this Note as if the allonge were a part of this

#### 5, BORROWER'S RIGHT TO PREPAY

Graduated Payment Allonge

Note. [Check applicable box]

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

Growing Equity Allonge

-1 R (0303)

Other [specify]

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#### 6. BORROWER'S FAILURE TO PAY

#### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR 4.000 %) of the overdue amount of each payment.

#### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

#### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

#### 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

#### 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

#### 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guaranter, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guaranter, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

PAY TO THE ORDER OF
BANK OF AMERICA, N.A.

Without Recourse
Countryvide Home Loans Servicing LP

David A. Spector
Managing Director

PAY TO THE ORDER OF COUNTY WITHOUT RECOURSE COUNTY WIDE HOME LOANS INC.

David A. Specior Managing Director

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

GREGOFY CASIMENTO	-Borrower		(Seal) -Borrower
	(Seal) -Borrower	PAY TO THE ORDER OF	(Seal)
		WITHOUT RECOURSE	

WITHOUT RECOURSE BANK OF AMERICA, N.A.

MICHELE SJOLANDER
SENIOR VICE PRESIDENT

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Resum To

Homeland Title & Escrow, LTD 770 Ritchie Hwy., Suite W-8 Severna Park, MD 21146 (410) 544-6700 (410) 544-6702 Fax

State of Maryland

**DEED OF TRUST** 

THIS DEED OF TRUST ("Security Instrument") is made on OCTOBER 24, 2003 . The Grantor is GREGORY J. CASAMENTO, A MARRIED MAN

("Borrower"). The trustee is

R. DOUGLAS JONES

102 W. PENNSYLVANIA AVE, #201, TOWSON, MD 21204

Rest PG83 RCF4 # 47833 ("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (sately as the mine of 150 and 150 are 150 and 150 are 150 ar Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing the laws of the successors and assigns. Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. COUNTRYWIDE HOME LOANS, INC.

("Lender") is organized and existing under the laws of NEW YORK 4500 Park Granada, Calabasas, CA 91302-1613

, and has an address of

IMP FD SURE \$

RECORDING FEE

TOTAL

20.00

40.80

Borrower owes Lender the principal sum of

ONE HUNDRED FIFTY FIVE THOUSAND THREE HUNDRED TWO and 00/100

Dollars (U.S. \$ 155, 302.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01, 2033 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in PRINCE GEORGE'S County, Maryland:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

FHA Maryland Deed of Trust with MERS - 4/96

Page 1 of 6

Initials: 670

Amended 2/98

-4N(MD) (9802).04

CHL (04/01)(d) VMP MORTGAGE FORMS - (800)521-7291

which has the address of

14218 OXFORD DRIVE, LAUREL

[Street, City]

Maryland

20707 ("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

<u>First</u>, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

 $\underline{Second}$ , to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

Case 21-16<u>50</u>4

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
  - (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
    - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
  - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
    - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5.000 % of the gross sale price and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Borrower, in accordance with Subtitle W of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one of more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights, powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this paragraph 18 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

- 19. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall release this Security Instrument without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs.
- 20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
- 21. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to paragraph 18 of this Security Instrument.

22. Adders to this occurry must unless in one of more flucts are executed by bollower and recorded together
with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument.
[ Check applicable box(es)].
Condominium Rider  X Planned Unit Development Rider  Growing Equity Rider Graduated Payment Rider  Other [specify]



LEGAL DESCRIPTION - EXHIBIT A

BEING KNOWN AND DESIGNATED IN THE SUBDIVISION KNOWN AS "PLAT 1-SECTION 2, LAUREL LAKES" AS PER PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK NLP 123 AT PLAT 1, AMONG THE LAND RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

	Survey il.	MAN DO	(01)
-	GREGARI J. CASAMEN	NTO OTIO	(Seal) -Borrower
-	JENNIFER LEE C	asamento	(Seal) -Borrower
-			(Seal) -Borrower
-	· · · · · · · · · · · · · · · · · · ·		(Seal) -Borrower
STATE OF MARYLAND,  I Hereby Certify, That on this a Notary Public of the State of Maryland, in personally appeared  known to me or satisfactorily proven to be t and acknowledge that AS WITNESS: my hand and notarial s  My Commission Expires:	he person(s) whose name cuted the same for the pureal.	sand (My. Wifer Lee C (s) subscribed to the	County ss: Anno e me, the subscriber, Andel of Samon on the within instrument
STATE OF May dod.  I Hereby Certify, That on this subscriber, a Notary Public of the State of personally appeared	Settly of Oct Maylund and for	Del 2003 or the afrosaid	County ss: , before me, the
the agent of the party secured by the foregorecited in said Deed of Trust is true and borclosing transaction by the secured party was Trust to the Borrower or to the person respective agent at a time not later than the made oath that he is the agent of the party of AS WITNESS: my hand and notarial safety.	na fide as therein set forth as paid over and disburse esponsible for disbursen e execution and delivery r parties secured and is the seal.	and that the actual sum of mo ed by the party or parties secu- ment of funds in the closing by the Borrower of this Deed	ney advanced at the tred by the Deed of transaction or their of Trust (1984)
This is to certify that the within instrument by a party to the instrument.	JULIE	L. BERENS rocessor	MJ.

### PLANNED UNIT DEVELOPMENT RIDER

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
JULIE L. BERENS



Page 1 of 3

\*\*Page 1 of 3

FHA Multistate PUD Rider - 10/95 Initials

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24th day of OCTOBER, 2003 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note

COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

14218 OXFORD DRIVE

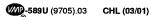
LAUREL, MD 20707
[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as LAUREL LAKES

[Name of Planned Unit Development]

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment,



	MD24948							DOC	ID	#:	000	322	394	261	0003
these	amounts shall	I bear	interest	from	the	date	of	disbursen	nent	at the	Note	rate	and	shall	be
payal	ble, with intere	st, upo	n notice	from	Len	der to	Bo	orrower re	quesi	ting pa	ymen	t <b>.</b>			

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

GREEF J. CASAMENTO	-Borrower
,	-Borrower
•	-Borrower
	(Seal)

-589U (9705),03 CHL (03/01)

Page 3 of 3

32990 05.8

Recording Requested By: Bank of America Prepared By: Kathy Oriard 888-603-9011 When recorded mail to: CoreLogic 450 E. Boundary St. Attn: Release Dept. Chapin, SC 29036

Property Address: 14218 Oxford Dr Laurel, MD 20707-5852

This space for Recorder's use

MERS Phone #: 888-679-6377

#### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 400 NATIONAL WAY, SIMI VALLEY, CA 93065

all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender:

COUNTRYWIDE HOME LOANS, INC.

Made By:

GREGORY J. CASAMENTO, A MARRIED MAN

Original Trustee:

R. DOUGLAS JONES

Date of Deed of Trust: 10/24/2003

Original Loan Amount: \$155,302.00

Recorded in Prince Georges County, MD on: 12/8/2003, book 18486, page 283 and instrument number N/A

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on 9/21/11

> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: & Deur Beverly Brooks, Assistant Secretary IMP FO SURE \$
RECORDING FEE TOTAL Rest PG05

MAR

20.00 60.99 Rept # 33549 Blk # 6330 11#19 am

State of California County of Ventura

On 9 34 2011 before me. Jovida Alvarez Diaz

Sep 30, 2011 , Notary Public, personally

MIN

appeared Beverly Brooks , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he she we executed the same in he he authorized capacity (as), and that by his her bein signature(s) on the instrument the person(s), or the entity upon behalf of which the person(a) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Motary Public:

Jovida AlvarezDiez My Commission Expires: 1.30-9014

JOVIDA ALVAREZ DIAZ Commission # 1877678
Notary Public - California
Los Angolos County
My Comm. Exptros Jan 20, 2014



Bank of America, N.A.

1001 Liberty Avenue, Suite 675

Pittsburgh, PA 15222

This document was prepared by Bank of America, N.A.

[Space Above This Line for Recordering Data]

## FEDERAL HOUSING ADMINISTRATION LOAN MODIFICATION AGREEMENT

Borrower ("I"): GREGORY J CASAMENTO

Lender or Servicer ("Lender"): Bank of America, N.A.

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): October 24, 2003

Property Address (See Exhibit A for Legal Description, if and when recording becomes necessary) ("Property"): 14218 OXFORD DRIVE, LAUREL, MD 20707

**Important Disclosures:** The Federal Housing Administration (FHA) requires that Lender provide you with information designed to help you understand the modified mortgage terms that are being offered to you. Lender is required to provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage in a timely manner to enable Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 below continue to be true in all material respects, then this Federal Housing Administration (FHA) Modification Agreement ("Agreement") will, as set forth in Section 3 below, amend and supplement (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined here have the meaning given to them in the Loan Documents. If there is more than one borrower or mortgagor executing this document, each is referred to as "I." Words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

This Agreement will not take effect unless the preconditions set forth in Section 2 below have been satisfied.

- 1. My Representations. I certify, represent to Lender, and agree as follows:
  - A. The Property has no more than four units.
  - B. The Property currently has no materially adverse physical condition(s).
  - C. I intend to continue to live in the Property as my primary residence.
  - D. I do not have any other FHA-insured mortgage.
  - E. I am in default under the Loan Documents. My default under the Loan Documents resulted from my verifiable (1) loss of income or (2) increase in living expenses.
  - F. I currently have sufficient income to support the financial obligations under the Loan Documents, as modified by this Agreement.
  - G. I have provided documentation for **all** income that I receive (although I am not required to disclose child support or alimony, unless I chose to rely on such income when requesting to a loan modification).
  - H. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement are true and correct.
- Acknowledgements and Preconditions to Modification. I understand and acknowledge that:
  - A. Prior to the Modification Effective Date as set forth in Section 3 below, if Lender determines that any of my representations in Section 1 above are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, Lender will have all of the rights and remedies provided by the Loan Documents.
  - B. The Loan Documents will not be modified unless and until (1) Lender approves this Agreement and (2) the Modification Effective Date (as defined in Section 3 below) has occurred. In addition, Lender will not be obligated to modify the Loan Documents if I fail to meet any of the requirements under this Agreement.

- The Modification. If all of my representations in Section 1 above continue to be true in all material respects and all preconditions to the modification set forth in Section 2 above have been met, the Loan Documents will automatically become modified on May 1, 2013.
  - A. The new Maturity Date will be February 1, 2043.
  - B. The modified principal balance of my Note may include amounts and arrearages (including unpaid and deferred interest, foreclosure legal fees and costs, escrow items, and other costs, but excluding unpaid late charges and administrative fees, collectively, "Unpaid Amounts") less any amounts paid to Lender but not previously credited to my Loan. The new principal balance of my Note will be \$146,840.66 (the "New Principal Balance"). By agreeing to add Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. This means that interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
  - C. Interest at the fixed rate of 4,000% will begin to accrue on the New Principal Balance as of February 1, 2013 and my first new monthly payment on the New Principal Balance will be due on May 1, 2013. My fully amortizing payment schedule for the modified Loan is as follows:

Years	Interest Rate	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
30	4.000%	\$701.04	\$396.95, may adjust periodically	\$1,097.99, may adjust periodically	05/01/2013	360

<sup>\*</sup>The escrow payments may be adjusted periodically in accordance with applicable law. Therefore, my total monthly payment may change accordingly.

The terms in this Section 3.C. supersede any provisions to the contrary in the Loan Documents, including (but not limited to) provisions for an adjustable- or step-interest rate.

- D. I will be in Default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. The interest rate set forth in Section 3.C. above shall apply even in the event of default and if the Loan Documents permitted a default rate of interest.
- 4. Additional Agreements. Lender and I agree to the following:

- A. I authorize Lender to attach an Exhibit A to this loan modification, which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office to allow for recording if and when recording becomes necessary for Lender.
- B. All persons, or their authorized representative(s), who signed the Loan Documents have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, meaning that the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (3) Lender has waived this requirement in writing. This Agreement may be executed in separate counterparts, each of which shall be deemed an original.
- C. This Agreement supersedes the terms of any modification, forbearance, trial modification payment plan, or loan workout plan that I previously entered into with Lender.
- D. I will comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments, the amount of which may periodically change over the term of my Loan.
- E. The Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. Except as otherwise specifically provided in, and as expressly modified by, this Agreement, Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. On and after the Modification Effective Date, and notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules, or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice to, or demand on, me.

- H. On and after the Modification Effective Date, Lender will allow the transfer and assumption of the Loan, including this Agreement, only as permitted under FHA guidelines. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. On and after the Modification Effective Date, any provision in the Note (or in any addendum or amendment to the Note) that allowed for the assessment of a penalty for full or partial prepayment of the Note, is null and void.
- J. I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by Lender's procedures to ensure that the modified mortgage loan is in first-lien position and/or is fully enforceable upon modification. Under any circumstance and not withstanding anything else to the contrary in this Agreement, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s), the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. I will execute such other documents as may be reasonably necessary either to (1) consummate the terms and conditions of this Agreement or (2) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Lender may declare this Agreement void and of no legal effect upon notice of such error. If I sign a corrected Agreement, Lender will provide a copy of such Agreement to me. If I elect not to sign such corrected Agreement, at Lender's sole option, (x) the terms of the original Loan Documents shall continue in full force and effect and (y) the terms of the original Loan Documents will not be modified by this Agreement.
- Lender may collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure all of this information and the terms of this Agreement by Lender to (1) any government entity that regulates Lender; (2) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first-lien or subordinate lien (if applicable) mortgage loan(s); (3) companies that perform support services for the FHA; and (4) any HUD-certified housing counseling agency.
- M. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced, Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents that Lender requests of me under this Section shall be referred to as the "Documents." I will deliver the Documents within ten days after I receive Lender's written request for such replacement.

N. The mortgage insurance premiums, if any, on my loan may increase as a result of the capitalization. An increase in my mortgage insurance premiums will increase my monthly mortgage payment. Furthermore, the date on which I may request cancelation of mortgage insurance may change as a result of the higher unpaid principal balance.

In Witness Whereof, the Lender and I have executed this Agreement. (Signatures must be signed exactly as printed, original signature required, no photocopies accepted)  GREGORY J CASAMENTO (Must Be Signed Exactly As Printed)
Date Date
Dute
[Space below this line for Acknowledgement]
STATE OF MALYMAND
COUNTY OF PrivICE GEORGE'S
1
On May of Arric in the year 3 before me, Notary Public, personally appeared GREGORY J CASAMENTO personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which
the person(s) acted, executed the instrument. WITNESS my hand and official seal.
WITH LOS THY HAID AND OTHER SEAL.
Notary Signature
Total Well to
Notary Public Printed Name Please Seal Here
,
JEFFREY D. ALEXANDER Notary Public Prince George's County Maryland My Commission Expires Aug. 3, 2013

******	DO NOT WRITE I	BELOW THIS LINE.
	THIS SECTION IS FOR	RINTERNAL USE ONLY
Servicing, LP	ca, N.A., for itself or as succe	essor by merger to BAC Home Loans C, its attorney in fact
•	By:	Dated:
	Name: Title :	
STATE OF	Space below this line fo	-
On day of Notary Public, personally knot the person(s) acknowledged capacity(ies), a entity upon be	in the year in the year personally appeared own to me (or proved to me o whose name(s) is/are subscrit o me that he/she/they exect and that by his/her/their signs	before me,
	Notary	Signature
	Notary	Public Printed Name Please Seal Here
	Notary	Public Commission Expiration Date

Signatures continue on the following page

Mortgage Electronic Registration Systems, Inc Nominee for Bank of America, N.A.
By: Date
Printed Name and Title
[Space below this line for Acknowledgement]
STATE OF
COUNTY OF
On day of in the year before me, Notary Public, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), centity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.
Notary Signature
Notary Public Printed Name Please Seal Here
Notary Public Commission Expiration Date

Real Property Data Search ()

Search Result for PRINCE GEORGE'S COUNTY

View Map	View GroundRent I	Redemption		View GroundRent Registration	
Special Tax Recapture: No	one				
Account Identifier:	District - 10 A	ccount Number - 1	038728		
		Owner Informa	ation		
Owner Name:	CASAMENTO	CASAMENTO GREGORY J & JENNIFER L		Use: Principal Residence:	TOWN HOUSE YES
Mailing Address:	14218 OXFORI LAUREL MD 2			Deed Reference:	/00000/ 00000
			6 4.9 -		
		ation & Structure	intormatio		1 5000 5005
Premises Address:	14218 OXFORI LAUREL 2070			Legal Description:	L6228 F205
Map:         Grid:         Parcel:         Neig           0006         00A4         0000         1004	ghborhood: Subdi <sup>*</sup> 44683.17 4683	vision: Section: 02		ot: Assessment Year: 80 2020	Plat No: 123001 Plat Ref:
Town: LAUREL					
Primary Structure Built	Above Grade Living	Area Finished I	Basement .	Area Property Land A	Area County Use
Stories Basement Type 2 YES END	Exterior Qualit	y Full/Half Bath 2 full/1 half	Garage 1 Attached	Last Notice of Major I	mprovements
2 123 2113	01111 11011112, 3	Value Informa			
	Dago Value		CIOII	Dhasa in Assassments	
	Base Value	<b>Value</b> As of		Phase-in Assessments As of As of	
		01/01/202	0		7/01/2022
Land:	100,000	75,000	-	0,70,700	, , , _ , _ ,
Improvements	179,300	205,100			
Total:	279,300	280,100		279,833 28	30,100
Preferential Land:	0	0			
		Transfer Inform	ation		
Seller: CASAMENTO,GREG	ORY J & JENNIFER	Date: 06/09/2005	Date: 06/09/2005 Price: \$0		)
Type: NON-ARMS LENGTH	HOTHER	Deed1: /00000/ 00000 Deed2:			
Seller: REGEN,SYDNEY & E	EILEEN F	<b>Date:</b> 09/14/2000 <b>Price:</b> \$0		)	
Type: NON-ARMS LENGTH	1 OTHER	<b>Deed1:</b> /14053/ 00150		Deed2:	
Seller: SOMMERS, NATHAN	N A &	Date: 05/08/1991		<b>Price:</b> \$153,029	
Type: ARMS LENGTH IMPE	<b>Deed1:</b> /07941/ 00670		Deed2:		
		<b>Exemption Infor</b>	mation		
Partial Exempt Assessme	nts: Class			07/01/2021	07/01/2022
County:	000			0.00	
State:	000			0.00	
Municipal:	000			0.00 0.00	0.00 0.00
Special Tax Recapture: No	one				
	Hom	estead Applicatior	n Informati	ion	
Homestead Application S					
	Homeowne	rs' Tax Credit App	lication Inf	ormation	
Homeowners' Tax Credit	<b>Application Status:</b> No	<b>Application</b>		Date:	